

DEC 31 1979
Pullman Incorporated

No.

Date DEC 31 1979

Fee \$ 10.00

ICC Washington, D. C.

200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7049
Telex 25-4036

William O. Eldridge
Attorney

December 21, 1979

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Filing
Pullman Leasing Company
Supplemental Agreement No. 8
Equipment Trust Agreement
Dated as of June 15, 1972
(Series 3)

Dear Mr. Secretary:

Enclosed for recording under Section 49 U.S.C. 11303 are executed counterparts Numbers 1, 2 and 3 of the Supplemental Agreement No. 8, (hereinafter referred to as the "Supplement"), dated as of November 1, 1979, to the Equipment Trust Agreement, (hereinafter referred to as the "Agreement"), dated as of June 15, 1972 between Continental Illinois National Bank of Chicago, as Trustee, 231 South LaSalle Street, Chicago, Illinois 60693, and Pullman Transport Leasing Company (presently known as Pullman Leasing Company), 200 South Michigan Avenue, Chicago, Illinois 60604. The Agreement was filed with the Commission on June 26, 1972, and was assigned Recordation Number 6643. Supplemental Agreement dated as of August 8, 1972, was filed with the Commission on August 15, 1972, and was assigned Recordation Number 6643-A. Supplemental Agreement dated as of September 26, 1972, was filed with the Commission and was assigned Recordation Number 6643-B. Supplemental Agreement dated as of May 22, 1973, was filed with the Commission on June 26, 1973, and was assigned Recordation Number 6643-C. Supplemental Agreement No. 4 dated as of August 15, 1973, was filed with the Commission on September 26, 1973, and was assigned Recordation Number 6643-D. Supplemental Agreement No. 2 dated as of March 18, 1974, was filed with the Commission on May 10, 1974, and was assigned Recordation Number 6643-E. Supplemental Agreement No. 3 dated as of August 15, 1974, was filed with the Commission on September 23, 1974, and was assigned Recordation Number 7010-A. Obviously,

Pullman Incorporated

Secretary
Interstate Commerce Commission
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this should have been assigned Recordation Number 6643-F. Recordation Number 7010 was assigned to Equipment Trust Agreement dated as of April 1, 1973, (Series 4) between The Chase Manhattan Bank, as Trustee, and Pullman Transport Leasing Company. Supplemental Agreement No. 4 dated as of December 1, 1975, was filed with the Commission on December 19, 1975, and was assigned Recordation Number 6643-F. Supplemental Agreement No. 5 dated as of January 16, 1976, was filed with the Commission on July 12, 1976, and was assigned Recordation Number 6643-G. Supplemental Agreement No. 6 dated as of November 1, 1977, was filed with the Commission on March 9, 1978, and was assigned Recordation Number 6643-H. Supplemental Agreement No. 7 dated as of January 1, 1979, was filed with the Commission on September 4, 1979, and was assigned Recordation Number 6643-I.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Pullman Transport Leasing Company.

The Supplement was entered into by Pullman Leasing Company and the Trustee for the purpose of deleting from the Agreement units of the Trust Equipment which have become worn out, unsuitable for use, lost or destroyed and to substitute therefor other units of Equipment.

I am also enclosing a Pullman Leasing Company check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for recording the Supplement.

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C. 11303, please file two of the enclosed counterparts for record in your office and return the remaining copy, together with the Certificate of Recording, to the messenger making the delivery.

If you have any question concerning this request, please call me collect.

Very truly yours,



WOE/plr
Enclosures

RECORDED

6645-3
DEC 1 1979

DEC 31 1979

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 1

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 3)

SUPPLEMENTAL AGREEMENT NO. 8

Dated as of November 15, 1979

TO

Equipment Trust Agreement

Dated as of June 15, 1972

BY AND BETWEEN

Continental Illinois National Bank
and Trust Company of Chicago
Trustee

AND

Pullman Transport Leasing Company
(Presently known as Pullman Leasing Company)

. SUPPLEMENTAL AGREEMENT NO. 8

EQUIPMENT TRUST AGREEMENT

DATED AS OF June 15, 1972

(Series 3)

This Supplemental Agreement, (hereinafter called the "Supplemental Agreement"), dated as of November 15, 1979 , by and between Continental Illinois National Bank and Trust Company of Chicago , a national banking association incorporated and existing under the laws of the United States, as Trustee, (hereinafter called the "Trustee"), and Pullman Leasing Company, formerly known as Pullman Transport Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter called the "Company").

WHEREAS, the Trustee, and the Company entered into an Equipment Trust Agreement dated as of June 15, 1972 , and have heretofore amended such Equipment Trust Agreement, (which Equipment Trust Agreement as so amended is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agree-

ment or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, pursuant to the provisions of Section 12.01 of the Equipment Trust Agreement, the Trustee and the Company heretofore have entered into Supplemental Agreement dated as of August 18, 1972; Supplemental Agreement dated as of September 26, 1972; Supplemental Agreement dated as of May 22, 1973; Supplemental Agreement No. 1 dated as of August 15, 1973; Supplemental Agreement No. 2 dated as of March 18, 1974; Supplemental Agreement No. 3 dated as of August 15, 1974; Supplemental Agreement 4 dated as of December 1, 1975; Supplemental Agreement No. 5 dated as of January 16, 1976; Supplemental Agreement No. 6 dated as of November 1, 1976; and Supplemental Agreement No. 7 dated as of January 1, 1979; and

WHEREAS, the Trustee and the Company desire to enter into the Supplemental Agreement to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee and the Company agree as follows:

1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since September 30, 1978. Each of such units of Trust Equipment are hereby deleted from Schedule A to the Equipment Trust Agreement.

2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.

3. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

In Witness Whereof, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

E. L. McNeill

Attest:

J. F. Rugh
Assistant Secretary

Continental Illinois National Bank
and Trust Company of Chicago,
as Trustee

BY

M. K. ...
Vice President

Pullman Leasing Company

BY

W. H. ...
President

Woz

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, Kathleen E. Helman, a Notary Public in and for such County and State, do hereby certify that Hugh W. Foster, personally known to me to be President of Pullman Leasing Company, a Delaware corporation, and J. F. Reszel, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of November, 1979.

Kathleen E. Helman
Notary Public

My commission expires: December 21, 1982

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Hazel Ivaz, a Notary Public in and for such County and State, do hereby certify that M. J. Kruger, personally known to me to be Vice President of Continental Illinois National Bank and Trust Company of Chicago and CHARLES W. VANDE VEN, personally known to me to be Trust Officer of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as and of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of December, 1979.

Hazel Ivaz
Notary Public

My commission expires: December 3, 1981

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF June 15, 1972
(Series 3)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Fair Value</u>	<u>Equipment first put into use not later than</u>
1	20,800 gallon insulated tank car	TLDX 220005	\$ 34,408.00	8/71
1	23,500 gallon coiled and insulated tank car	PTLX 223332	35,904.00	6/72
1	4427 Cu. Ft. Cap. 100- ton covered hopper car	TLDX 5355	10,820.42	4/65
1	4475 Cu. Ft. Cap. 100- ton covered hopper car	PTLX 26212	20,032.40	3/72
1	4470 Cu. Ft. Cap. 100- ton covered hopper car	TLCX 31124	18,716.40	3/71
2	4470 Cu. Ft. Cap. 100- ton covered hopper car	TLCX 31176, 31209	37,432.80	6/71
			<hr/>	
			\$157,314.02	

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF June 15, 1972
(Series 3)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Fair Value</u>	<u>Equipment first put into use not later than</u>
1	26,000 gallon non- insulated tank car	PTLX 126022	\$ 31,537.50	\$26,806.88	5/75
5	26,000 gallon non- insulated tank car	PTLX 126023-126027 both inclusive	180,965.45	154,363.55	6/75
			<u>\$212,502.95</u>	<u>\$181,170.43</u>	